


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER				PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE			
10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS	
<input type="checkbox"/> UNRESTRICTED		<input type="checkbox"/> SET ASIDE: % FOR		<input type="checkbox"/> SEE SCHEDULE	
<input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> HUBZONE SMALL BUSINESS			
<input type="checkbox"/> 8(A)		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
NAICS:		13b. RATING			
SIZE STANDARD:		14. METHOD OF SOLICITATION			
15. DELIVER TO		CODE			
16. ADMINISTERED BY		CODE			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY	
FACILITY CODE				CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
				31c. DATE SIGNED	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>BASE YEAR Period of Performance: July 31, 2006 - July 30, 2007 Provide seats in designated online grades 7-12 courses in accordance with the attached Statement of Work (SOW).</p>	64.00	EA	_____	_____
1001	<p>OPTION YEAR ONE Period of Performance: July 31, 2007 - July 30, 2008 Provide seats in designated online grades 7-12 courses in accordance with the attached Statement of Work (SOW).</p>	86.00	EA	_____	_____
2001	<p>OPTION YEAR TWO Period of Performance: July 31, 2008 - July 30, 2009 Provide seats in designated online grades 7-12 courses in accordance with the attached Statement of Work (SOW).</p>	116.00	EA	_____	_____
3001	<p>OPTION YEAR THREE Period of Performance: July 31, 2009 - July 30, 2010 Provide seats in designated online grades 7-12 courses in accordance with the attached Statement of Work (SOW).</p>	156.00	EA	_____	_____
4001	<p>OPTION YEAR FOUR Period of Performance: July 31, 2010 - July 30, 2011 Provide seats in designated online grades 7-12 courses in accordance with the attached Statement of Work (SOW).</p>	210.00	EA	_____	_____

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SECTION I

SF 1449 ADDENDUM

A. Points of Contact:

Contracting Officer:	TBD at contract award 4040 N. Fairfax Drive, Procurement Division Arlington, VA 22203-1635 Telephone: 703-588-XXXX FAX: 703-588-XXXX
Contract Specialist:	Nina Tran 4040 N. Fairfax Drive, Procurement Division Arlington, VA 22203-1635 Telephone: 703-588-3623 FAX: 703-588-3713 nina.tran@hq.dodea.edu
Contracting Officer's Representative (COR)	TBA at contract award 4040 N. Fairfax Drive Arlington, VA 22203-1635 Telephone: 703-588-XXXX FAX: 703-588-XXXX

B. ADMINISTRATION, ACCOUNTING, AND APPROPRIATION DATA

The Administration Office and Accounting & Appropriation Data, will be specified on each delivery/task order issued against the contract (s). Payment will be made by Electronic funds Transfer to the account registered in the Central Contractor Registrations (CCR).

C. INVOICING ADDRESS

1. **Payment** shall be based on receipt of a proper invoice and satisfactory contract performance (as indicated on the respective Receiving Report completed by the COR). The Contractor shall comply with the content of invoice requirements specified at FAR 32.905, "Payment Documentation and Process," and at FAR Clause 52.212-4, paragraph (g) "Invoices." Failure to provide a proper invoice can result in return of invoice for correction and delay of payment.

2. The Contractor shall submit an original invoice to:

Mail:	DoDEA PROCUREMENT DIVISION ATTN: INVOICE PROCESSING 4040 N FAIRFAX DRIVE, 4 th FLOOR ARLINGTON VA 22203-1635
Fax:	703-588-3713, ATTN: INVOICE PROCESSING

D. TAX EXEMPTION STATUS

DoDEA and the schools and offices comprising it are activities of the Federal Government. As such, state agencies are precluded from taxing them by reason of the Supreme Court decision in *McCullough v. Maryland*, 17 US 316 (1817). In addition, the various states have codified this immunity by appropriate statutes. DoDEA Federal Tax Identification #53-0207336.

E. CONTRACT TYPE AND DURATION

Contract award type shall be a Firm-Fixed Price Requirements Type Contract. The Base period shall be from date of award through 12 months, with the Government's option to extend the contract term for up to four (4) consecutive 12-month periods in accordance FAR 52.217-9, "Option to Extend the Term of the Contract."

F. SECTION 508 COMPLIANT Commercial Provision IT Requirement

All electronic hardware and software procured under this contract must comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic Information Technology (EIT) Accessibility Standards (36 CFR part 1194). Further information is available via the Internet at <http://www.section508.gov>.

(END OF SECTION)

SECTION II

STATEMENT OF WORK (SOW)

DoDEA Grades 7-12 Online Courses

1.0 INTRODUCTION

The Department of Defense Education Activity (DoDEA) Distance Education Branch requires vouchers for seats in secure, on-line web-based semester courses for students in grades 7-12. This requirement may be awarded to multiple vendors. The intent of this requirement is not to replace DoDEA's existing program, but to provide more learning opportunities to students.

2.0 BACKGROUND

DoDEA serves the educational needs of the dependents of military and civilian employees by providing PK-12 instruction to over 90,000 students. DoDEA's curriculum, resources, and student achievement scores on standardized assessments compare favorably to high-performing US public schools. DoDEA currently has 88 schools in various configurations that serve approximately 28,000 middle and high school students.

DoDEA is divided into three administrative areas. DDESS (Domestic Dependent Elementary and Secondary Schools) covers seven states, Puerto Rico, and Cuba. DoDDS (Department of Defense Dependent Schools) is divided into two areas: DoDDS-Europe and DoDDS-Pacific. DoDDS-Europe consists of Portugal, Germany, Italy, Belgium, Spain, Turkey, Bahrain, Iceland, and the United Kingdom. DoDDS-Pacific includes Japan, Okinawa, Korea, and Guam.

DoDEA has operated a successful distance learning program classes since 1990 and currently offers 18 online courses to students' enrolled in DoDEA schools. The purpose of the DoDEA distance learning program is to provide engaging, asynchronous learning opportunities to students who are in small schools or who need a course for graduation. In order to meet these goals, DoDEA has a program coordinator who is responsible for ensuring that teachers are certified, courses meet DoDEA curriculum standards, and monitors the day-to-day operations of the program. Each participating school provides an on-site facilitator who serves as a liaison between the online teacher, local counselor, students, and parents. The facilitator typically oversees multiple distance learning students in addition to regular teaching responsibilities.

3.0 SCOPE OF WORK

For School Year (SY) 2006-07, DoDEA will provide approximately 64 students opportunities to participate in online courses that are needed for graduation or unavailable at the local school due to staffing or scheduling difficulties. At the conclusion of the pilot, the program may be increased each option year by no more than 35% a year. This program shall be consistent with DoDEA's established mission of providing, in military communities worldwide, exemplary educational programs that inspire and prepare all students for success in a global environment (<http://www.dodea.edu/csp/>). All courses shall be equivalent to .5 Carnegie units per semester, aligned to national curriculum standards, and taught by certified teachers.

4.0 TECHNICAL REQUIREMENTS

The *Contractor(s)* shall:

4.1. Provide seats in high quality, online middle and high school courses identified in the Attachment A (See Section IV, page 20).

4.1.1 Include a list of all available courses, a description of each course, pre-requisites, and course credit.

4.1.2 Include a matrix that shows which National Standards are addressed in each course.

4.1.3 Include an explanation of how ongoing assessment methods (formative, summative, diagnostic, and project based) are used to inform instruction, individualize, and ensure student success.

4.1.4 Identify the accrediting agency and the date of the most recent accreditation.

4.1.5 Include a list of required materials for each course and explain the way the materials will be shipped to students.

4.1.6 Describe licensure/certification requirements for teachers.

4.1.7 Describe the type of training provided for the online teacher to stay current in teaching areas and pedagogy.

4.1.8 Describe how students receive timely and feedback from the teacher that accommodates students in various time zones.

4.1.9 Describes the assessment of the program's educational effectiveness and teaching/learning process to include the way(s):

- Student feedback is utilized to make improvements and revisions to the course.
- Instructional materials are reviewed periodically to ensure they meet program standards.
- Intended learning outcomes are reviewed regularly to ensure clarity, utility, and appropriateness.

4.2 Provide a secure, hosted, web based e-learning solution that has 24/7 access to courses and includes robust, asynchronous communication tools. The platform will:

4.2.1 Describe the platform used and related aspects of the system that ensure safety, security, and reliability.

4.2.2 Describe how the platform supports asynchronous and synchronous communication of students and teachers, and students and students.

4.2.2 Describe the type of support available to students and local on-site facilitators.

4.2.3 Provide detailed information on how the Contractor(s) will protect DoDEA's student work, and electronic communications from being destroyed, altered, or released to other parties either accidentally or intentionally, and the type of monitoring systems in place to protect against hackers and other intruders

4.3 Provide detailed information on course availability, grading and attendance policies, and registration process to include:

4.3.1 A description of how grading practices will be aligned to DoDEA's as identified in the DoDEA Administrators' Manual (<http://www.dodea.edu/offices/procurement/solicitations.cfm>) - Note: Site/link access will be available NLT 5/3/2006).

4.3.2 A description of the grade reporting procedures as identified in the DoDEA Administrators' Manual (<http://www.dodea.edu/offices/procurement/solicitations.cfm>) - Note: Site/link access will be available NLT 5/3/2006).

4.3.3 A description of the way(s) rights and responsibilities in the online course are explained to students and parents/guardians.

4.3.4 A description of the policies in place to deal with inappropriate student behavior and issues of discipline.

4.3.5 A description of the way the academic calendar of the students and teacher will be coordinated before the course begins.

4.3.6 A description of the registration process that will be used to enroll DoDEA students.

4.4 Participate in a post-award conference with the DoDEA COR for the purpose of reviewing the contract, clarifying policies, procedures, timelines, and expectations.

5.0 REPORTING REQUIREMENTS

Report	Audience	Frequency
Grade report	Local facilitator, DoDEA program coordinator	Weekly
Progress Report	Local facilitator, student, parent, DoDEA program coordinator	Every 3 weeks
Final grades	Local facilitator, DoDEA program coordinator	End of semester
Electronic copies of all student work to include grades	DoDEA program coordinator	End of semester

6.0 DELIVERABLES

Deliverables	Ref.	Delivery Date
Post-award teleconference	4.4	NLT 10 days after contract award
Online registration process	4.3	NLT 15 days after contract award
Seats per semester in online courses	4.1	As needed; July 2006 through Jun 2007
Course related texts and materials	4.3	As needed; July 2006 through Jun 2007
Reports	5.0	As identified

7.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

As provided within the contract schedule only, the COR may provide direction and answer the questions related to the development of the products. However, the COR is not authorized to approve/authorize any change to the contract scope of work or additional charge to the contract. That authority resides solely with the Contracting Officer.

8.0 SECURITY

The Contractor(s)' staff shall be escorted by an authorized DoDEA employee if access to facilities is required by contract. If unescorted access is required, a satisfactory Federal and/or State criminal background check must first be performed by DoDEA, through the Office of Personnel Management, on each identified contract employee prior to unsupervised contact or unescorted facility access being granted.

9.0 REFERENCES/LINKS

DoDEA Community Strategic Plan: <http://www.dodea.edu/csp/>

DoDEA Administrators' Manual: <http://www.dodea.edu/offices/procurement/solicitations.cfm>
(Note: Site/link access will be available NLT 5/3/2006)

DoDEA Course Descriptions: <http://www.dodea.edu/instruction/curriculum/descriptions.htm>

(END OF SECTION)

SECTION III

CONTRACT CLAUSES

FAR 52.252-2-- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR & DFARS clauses/provisions: <http://farsite.hill.af.mil>

Clauses Incorporated by Reference:

FAR 52.212-4-- Contract Terms and Conditions-- Commercial Items (SEP 2005)

(End of Clause)

FAR 52.216-18-- ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award or option exercise through 12 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

FAR 52.216-19-- ORDER LIMITATIONS (OCT 1995)

There are no minimum or maximum order quantities under this contract. The Contractor shall honor all orders received unless an order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

FAR 52.216-21-- REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years from date of contract award.

(End of Clause)

FAR 52.217-9-- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

DFARS 252.201-7000-- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

FAR 52.212-5-- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (4) [Reserved]

☐ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14))

☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☒ (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

☐ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

X (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DFARS 252.212-7001-- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
☐ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
☐ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (☐ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
☐ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (☐ Alternate III) (MAY 2002) (10 U.S.C. 2631).
☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
 (End of clause)

(END OF SECTION)

SECTION IV

LIST OF CONTRACT ATTACHMENTS

A) DoDEA Course Listings	16
B) Past Performance Questionnaire	18

ATTACHMENT A

DoDEA Course Listing

COURSE TITLE	GRADE	LENGTH
Business Enterprise	6-8	36
Computer Apps AB	6-8	18
Computer Apps	6-8	36
Intro Programming AB	7-8	18
French I C	7-8	36
French II C	7-8	36
French III C	7-8	36
French IV C	7-8	36
German I C	7-8	36
German II C	7-8	36
German III C	7-8	36
German IV C	7-8	36
Italian I C	7-8	36
Italian II C	7-8	36
Italian III C	7-8	36
Italian IV C	7-8	36
Spanish III C	7-8	36
Spanish IV C	7-8	36
Language Arts 7	7	36
Language Arts 8	8	36
Algebra I C	7-8	36
Geometry C	7-8	36
Mathematics 7	7	36
Mathematics 8	8	36
Integrated Science II	7	36
Integrated Science III	8	36
World Geography 7	7	36
US History 8	8	36
Art Appreciation	9-12	36
AP Art History	12	36
Personal Finances	9-12	36
Accounting I	10-12	36
Accounting II	11-12	36
WordProcess Software App	9-12	18
Presentation Software App	9-12	18
Database Software App	9-12	36
Spreadsheet Software App	9-12	36
Imaging Software App	9-12	36
Business Law	11-12	36
C++ Programming I	10-12	18
C++ Programming II	10-12	18
AP Computer Science A	11-12	36
AP Computer Science AB	11-12	36
Business Management	9-12	36
Entrepreneur--E-Com	11-12	18
Intl Business	11-12	36
Marketing	11-12	36
Advance Comp Studies	11-12	18

French I	9-12	36
French II	9-12	36
French III	9-12	36
French IV	10-12	36
French V	11-12	36
French VI	11-12	36
German I	9-12	36
German II	9-12	36
German III	9-12	36
German IV	10-12	36
German V	11-12	36
German VI	11-12	36
Italian I	9-12	36
Italian II	9-12	36
Italian III	9-12	36
Italian IV	10-12	36
Italian V	11-12	36
Italian VI	11-12	36
Spanish V	11-12	36
Spanish VI	11-12	36
Language Arts 9	9	36
HonorsLit-WrldHist9	9	36
Language Arts 10	10	36
HonorsLit-WrldHist10	10	36
Language Arts 11	11	36
Language Arts 12	12	36
Journalism	9-12	36
Shakespeare	9-12	36
Earth & Space Science	9-12	36
Environmental Science	9-12	36
Anthropology	11-12	18
US Government	12	18
Psychology	11-12	18
Sociology	10-12	18
US History	11-12	36
World History	9-12	36
HonorsWrldHist-Lit10	10	36
AP European History	12	36
AP Comp Govt & Pol	12	36
AP World History	10-12	36
AP Govt-Politics	12	36
AP Macroeconomics	12	36
AP Microeconomics	12	36
AP Psychology	12	36
AP English Lit	11-12	36
AP Statistics	12	36
AP Biology	11-12	36
AP Chemistry	11-12	36
AP Physics B	11-12	36
AP Physics C	11-12	36
AP Spanish Lang	11-12	36
AP English Language	11-12	36
AP French Lit	11-12	36
AP French Lang	11-12	36
AP Italian Lang	11-12	36

Attachment B

PAST PERFORMANCE QUESTIONNAIRE

NOTE: Offerors are responsible for requesting that their (3-5) references complete this past performance questionnaire. References shall return the completed questionnaire directly to the DoDEA Procurement Office, **No Later Than (NLT) 2:00 PM EST, MAY 25, 2006**. References shall not return the completed questionnaires to the requestors. **Fax copies of this questionnaire are acceptable at (703) 588-3713.**

Solicitation Number HE1254-06-R-0015 (Online Courses)

You have been identified as having been a customer of the following company:

The U.S. Department of Defense Education Activity (DoDEA) HQ is conducting an evaluation of this company's previous record of performance as part of a source selection process to award a contract for similar services. We cordially request you complete this questionnaire and return it to the DoDEA, Procurement Office, No Later Than (NLT) 2:00 PM., Thursday, May 25, 2006. For each rating assigned, provide written comments explaining why you assigned the rating you did. Questions concerning this questionnaire should be directed by fax or e-mail to Nina Tran, Contract Specialist, DoDEA – HQ Procurement Office, 4040 N. Fairfax Drive, 4th Floor, Arlington, VA 22203-1635. Tel: (703) 588-3623. Fax: (703) 588-3713. e-mail: nina.tran@hq.dodea.edu.

1. COMPANY NAME AND ADDRESS: x _____ x _____ x _____	2. POINT OF CONTACT (POC): x _____
3. POC VOICE AND FACSIMILE TELEPHONE NUMBERS: x _____	4. POC E-MAIL ADDRESS: x _____
5. BRIEF DESCRIPTION OF SERVICES RECEIVED TO INCLUDE COUNTRY WHERE SERVICES WERE PERFORMED: x _____ _____	
6. WHEN DID YOU BEGIN USING THIS FIRM FOR THESE SERVICES? x _____	7. APPROXIMATE ANNUAL VALUE OF SERVICES RECEIVED: x _____
8. PLEASE PROVIDE A RATING FOR EACH OF THE AREAS LISTED BELOW USING THE FOLLOWING SCALE: <div style="text-align: center;"> SATISFACTORY = 5 NEUTRAL = 3 UNSATISFACTORY = 0 </div> <div style="text-align: right; margin-top: 5px;"> 5 3 0 </div>	
A. QUALITY OF PRODUCT OR SERVICE-- compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical expertise.	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>
B. CUSTOMER SERVICE-- courteous interactions, satisfaction of end users with contractor's service, initiative and proactive suggestions, approaches and improvements.	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>
C. OVERALL SATISFACTION of performance/service and training if applicable.	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>

9. PLEASE PROVIDE WRITTEN COMMENTS TO EXPLAIN YOUR RATINGS (use additional sheets if necessary):

SIGNATURE:

DATE:

(Print Name & Title)

Department of Defense Education Activity (DoDEA), Procurement Division, 4040 N Fairfax Drive, 4th Fl, Arlington, VA 22203

(END OF SECTION)

SECTION V

SOLICITATION PROVISIONS

FAR 52.252-1-- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses/provisions: <http://www.arnet.gov/far>

DFARS clauses/provisions: <http://www.acq.osd.mil/dp/dars/dfars.html>

FAR & DFARS clauses/provisions: <http://farsite.hill.af.mil>

(End of provision)

ADDENDUM TO FAR 52.212-1-- INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2006)

The following is incorporated into Paragraph (b) "Submission of Offers":

SUBMISSION INSTRUCTIONS

1. REQUEST FOR PROPOSAL (RFP) - SF FORM 1449: All completed solicitation packages shall be received No Later Than (NLT) **Thursday, May 25, 2006, 2:00 PM, Eastern Standard Time (EST)** at the following address:

DoDEA Procurement Division
4040 N. Fairfax Drive, 4th Floor
ATTN: Nina Tran
Arlington, VA 22203-1613

2. PROPOSAL SUBMISSIONS: Offeror's proposal shall include:

- a) Signed copy of the Standard Form 1449, with blocks 17 and 30 completed.
- b) Price Proposal (page 2 of Standard Form 1449): Price proposals shall reflect per unit pricing by CLIN. All items must have a price, or be marked "NSP" meaning "Not Separately Priced" or "No Bid." **If bulk/quantity discounts apply, please indicate so and clearly identify discount price structure on a separate sheet of paper.**
- c) Technical Proposal: An original and 3 copies addressing the SOW (Section II) and Technical Proposal Evaluation Factors of this section. The technical proposal shall be separate and distinct from the cost proposal and therefore shall contain no pricing information.

d) Completed Representations and Certifications of Offeror (FAR Clauses 52.212-3 and DFARS Clause DFARS 252.212-7000 of this section).

e) Signed copy of the Standard Form 30 of any amendments issued against this RFP.

f) Past Performance: The offeror's references (entities that have purchased its online courses) shall provide 3-5 completed past performance questionnaires. References shall complete the past performance questionnaires and return them directly to the DoDEA-HQ Procurement Division and not back to the contractor. Offerors, who do not comply with this paragraph will receive a neutral rating for past performance.

3. ORAL PRESENTATIONS:

Each vendor should select two representative courses, one in an identified curriculum area and one AP course that demonstrates how the proposed product addresses the needs of students and onsite facilitators. Each demonstration should show what a course looks like from the perspective of a student, instructor, and onsite facilitator. Additionally, each demonstration should include, at a minimum, a short overview of the following:

- Communications (discussion boards, email, instant messaging, chat rooms, calendar, journals)
- Gradebook
- Assessments
- Activities

a) Date: Oral presentations will be scheduled on the week of **June 5, 2006**. Presentations will be scheduled to begin not earlier than 9AM EST. Offerors shall be prepared and in attendance on the date, time, and location designated. Offerors will be notified of their assigned presentation time at a later date. The Government reserves the right to reschedule any Offerors.

b) Time Limit: Each Offeror's oral presentation shall not exceed 1 hour (20 minutes per course and 20 for an overview of the tools identified in 6.1.1). A Government employee shall be designated as the exclusive timekeeper of the oral presentations. There will not be a question-and-answer exchange during the presentation.

c) Site: The site for the oral presentations will be in or near DoDEA HQ in Arlington, VA.

d) Offeror's Personnel: Attendance is limited to a maximum of three people.

e) Media: There are no limitations on the media used to present information during the oral presentation; however, the Offeror is responsible for providing, setting up, and removing any media/equipment used. Setup and removal time shall not count against the oral presentation time. Offerors are asked to arrive 15 minutes ahead of their scheduled time to setup their presentations.

4. FORMAL COMMUNICATIONS:

a) Formal communications such as requests for clarifications and/or information concerning this solicitation must be submitted in writing by fax (703) 588-3713 or e-mail to Nina Tran, Contract Specialist at nina.tran@hq.dodea.edu.

b) No information concerning this solicitation or requests for clarification will be provided in response to telephone calls. Inquiries will be answered and provided to all potential offerors via email and/or amendment to the solicitation

c) No inquiries will be considered if received **more than fifteen (15) calendar days** after the release (issue date) of this solicitation.

(End of Addendum)

FAR 52.212-2-- EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **oral presentation, technical capability, past performance, and price**. The oral presentation and technical capability when combined are more important than either past performance or price. However, price will be used as a tie breaker if offerors are determined equal after evaluation of the oral presentation, technical capability and past performance.

(b) The Government intends to award without discussions. However, the Government reserves the right to conduct discussions and to permit offerors to revise their proposals, if it is in the best interest of the Government to do so.

(c) The following factors and subfactors shall be used to evaluate offers:

Oral Presentation Factors: Each oral presentation will be evaluated on the following factors:

Factor 1- Curriculum: The system must demonstrate the way curriculum is supported.

Factor 2- Instruction: The system must demonstrate how instructors provide students with opportunities to learn.

Factor 3- Assessment: The system must demonstrate how ongoing assessment of student learning supports student development and uses a variety of measures.

Factor 4- Environment: The system must demonstrate the way a respectful, trusting, fair, and safe environment is supported.

Oral Presentation Standards:

Exceptional: The online courses exceed the needs stated in the Statement of Work. They are state-of-the-art courses that are highly engaging and include a multitude of interactive components that stimulate higher order thinking, problem solving skills, and interpersonal, self-directional skills. The courses are challenging, relevant, and aligned with appropriate national and DoDEA standards for student learning. Students are actively engaged in the learning process and interact on a regular basis with the teacher and online classmates in the course through email, discussion boards and group work. Activities include real-world applications that make connections to other subject areas. Assessment is authentic, formative, and on-going, providing opportunities for students to reflect on their own learning and work quality during the course. End-of-course assessments give students the opportunity to demonstrate appropriate skills and

understandings that reflect mastery of the course content. Courses are designed to reflect the most current research on learning theory and take advantage of the special circumstances, requirements, and opportunities of the online learning environment and support the development of 21st century learning skills. Lessons and examinations are graded promptly and the results communicated to students, parents/guardians, and school based facilitators within one working day. Online components shall be available for participant access 24 hours per day and seven days per week. Any required online discussions with instructors are scheduled at reasonable times so that participants who reside in the Pacific and in Europe have an opportunity to benefit. A rating of this magnitude indicates high quality of related experience and a high probability of successful completion of all work and tasks with no stated weaknesses.

Acceptable: The online courses are acceptable by meeting the needs stated in the Statement of Work. They are fully developed courses that are engaging and include interactive components that stimulate higher order thinking. The courses are aligned with appropriate national standards for student learning. Students are engaged in the learning process and interact on a regular basis with the teacher and online classmates in the course through discussion boards. Assessment includes both formative and end-of-course exams. End-of-course assessments give students the opportunity to demonstrate appropriate skills and understandings of the course content. Courses are designed to reflect research on learning theory. Lessons and examinations are graded promptly and the results communicated to students, parents/guardians, and school based facilitators within two working day. Online components shall be available for participant access during school hours. When possible online discussions with instructors are scheduled at reasonable times so that participants who reside in the Pacific and in Europe have an opportunity to benefit. A rating of this magnitude indicates a normal commercial standard of related experience and a high probability of successful completion of all work and tasks with minor weaknesses.

Unacceptable: The online courses do not meet the needs stated in the Statement of Work. Courses are not fully developed or do not meet the identified needs of DoDEA students as identified in the course descriptions. The courses are correspondence courses or dependent on reading and posting responses. Students interact with the teacher and online classmates in the course only through discussion boards. Assessment is limited to end-of-course exams. Courses are geared to the textbook and are not research-based. Multimedia is included inappropriately and has no connection to the course content. A rating of this magnitude indicates a low probability of successful completion of all work and tasks with major weaknesses. This rating indicates an unacceptable submission that presents significant deficiencies.

Technical Proposal Factors: The technical proposal shall be separate and distinct from cost proposal and therefore shall contain no pricing information. It should include information/documentation in sufficient detail to clearly identify the offeror's overall qualification to perform the requirement, and address the following in sufficient detail:

Factor 1: The Courses

- Include a list of all available courses, a description of each course, pre-requisites, and course credit.
- Include a matrix that shows which National Standards are addressed in each course.
- Include an explanation of how ongoing assessment methods (formative, summative, diagnostic, and project based) are used to inform instruction, individualize, and ensure student success.

- Identify the accrediting agency and the date of the most recent accreditation.
- Include a list of required materials for each course and explain the way the materials will be shipped to students.
- Describe licensure/certification requirements for teachers.
- Describe the type of training provided for the online teacher to stay current in teaching areas and pedagogy.
- Describe how students receive timely and feedback from the teacher that accommodates students in various time zones.
- Describes the assessment of the program's educational effectiveness and teaching/learning process to include the way(s):
 - Student feedback is utilized to make improvements and revisions to the course.
 - Instructional materials are reviewed periodically to ensure they meet program standards.
 - Intended learning outcomes are reviewed regularly to ensure clarity, utility, and appropriateness.

Factor 2: Policies and Procedures

- Describe how grading practices will be aligned to DoDEA's as identified in the SOW.
- Describe the grade reporting procedures as identified in the SOW.
- Describe the way(s) rights and responsibilities in the online course are explained to students and parents/guardians.
- Describe the policies in place to deal with inappropriate student behavior and issues of discipline.
- Describe the way the academic calendar of the students and teacher will be coordinated before the course begins.
- Describe the registration process that will be used to enroll DoDEA students.

Factor 3: Technical Requirements

- Describe the platform used and related aspects of the system that ensure safety, security, and reliability.
- Describe how the platform supports asynchronous and synchronous communication of students and teachers, and students and students.
- Describe the type of support available to students and local on-site facilitators.
- Provide detailed information on how the Contractor(s) will protect DoDEA's student work, and electronic communications from being destroyed, altered, or released to other parties either accidentally or intentionally, and the type of monitoring systems in place to protect against hackers and other intruders

Technical Proposal Evaluation Standards: Each Technical Proposal Factor will be evaluated under its own set of criteria/standards:

Factor 1: The Courses

Exceptional: The online courses exceed the needs stated in the Statement of Work. All teachers are fully certified teachers who receive frequent training in curricular standards, online teaching techniques and strategies, and are required to update their credentials on a regular basis. All courses are aligned to appropriate National Standards and have been currently accredited by a known accrediting agency. Each course is reviewed annually to ensure the activities are relevant and are aligned to the standards. Students complete an exit evaluation and the results

are used to improve the quality of the offerings. A rating of this magnitude indicates high quality of related experience and a high probability of successful completion of all work and tasks with no stated weaknesses.

Acceptable: The online courses are acceptable by meeting the needs stated in the Statement of Work. All teachers are fully certified teachers who receive yearly training in online teaching techniques and strategies. All courses are aligned to appropriate National Standards and have been accredited by a known accrediting agency. Each course is reviewed every other year or when Standards change to ensure the activities are relevant and are aligned to the standards. Student informal input is reviewed and used as deemed appropriate to improve the quality of the offerings. A rating of this magnitude indicates a normal commercial standard of related experience and a high probability of successful completion of all work and tasks with minor weaknesses.

Unacceptable: The online courses do not meet the needs stated in the Statement of Work. Courses are not fully developed or do not meet the identified needs of DoDEA students as identified in the course descriptions. Teachers are not available through the company or lack appropriate certification. All courses are aligned to the required textbook; connections to the National Standards are limited, and no evidence of accreditation is provided. Each course is reviewed when Standards change to ensure the activities are relevant and are aligned to the standards. Student input is not solicited. A rating of this magnitude indicates a low probability of successful completion of all work and tasks with major weaknesses. This rating indicates an unacceptable submission that presents significant deficiencies.

Factor 2: Policies and Procedures

Acceptable: Grading policies and procedures are thoroughly identified and include information on the way(s) information is communicated to DoDEA, students, and parents as well as information on procedures for appealing grades. The registration process and procedures for aligning the course availability to DoDEA's calendar is explained in detail. All students are expected to complete an online orientation to the course prior to beginning work. This will determine if they have the correct equipment as well as explain policies and procedures. An online student handbook is available that addresses all requirements for participation, grading policies, behavior, late policies, etc. A rating of this magnitude indicates a normal commercial standard of related experience and a high probability of successful completion of all work and tasks with minor weaknesses.

Unacceptable: Grading policies and procedures are not readily available or will not meet DoDEA's needs. Information on the way(s) information is communicated to DoDEA, students, and parents as well as information on procedures for appealing grades is vague and confusing. The registration process and procedures for aligning the course availability to DoDEA's calendar is explained, but will not meet DoDEA's needs. An online handbook that addresses all requirements for participation, grading policies, behavior, late policies, etc. is not available except through the teacher. A rating of this magnitude indicates a low probability of successful completion of all work and tasks with major weaknesses. This rating indicates an unacceptable submission that presents significant deficiencies.

Factor 3: Technical Requirements

Acceptable: The platform and related technical aspects of the system have a high probability of ensuring safety, security, and reliability. The required software meets DoDEA's requirements. Courses and technical support are available 24 hours per day, seven days per week. There is detailed information about how DoDEA's student work and electronic communications will be protected. Activities that include simulations or videos are available in multiple formats for students with low connectivity. A CD containing all the required multimedia is shipped to students at the beginning of the course. A rating of this magnitude indicates a normal commercial standard of related experience and a high probability of successful completion of all work and tasks with minor weaknesses.

Unacceptable: The platform and/or related technical aspects of the system are unacceptable. The required software does not meet DoDEA's requirements. The system is not available 24 hours per day, 7 days per week. Technical support is limited to online materials. There is inadequate information about how DoDEA's student work and electronic communications will be protected. In order to solve connectivity problems, the majority of activities are text based. A rating of this magnitude indicates a low probability of successful completion of all work and tasks with major weaknesses. This rating indicates an unacceptable submission that presents significant deficiencies.

Past Performance Factors: Offerors shall be directed to submit relevant past performance reference with their offers. A Past Performance questionnaire will be used to verify and evaluate the references against the following factors:

- **Quality of product or service**—compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical expertise.
- **Customer Service**—courteous interactions, satisfaction of end users with contractor's service, initiative and proactive suggestions, approaches and improvements.
- **Overall satisfaction** of performance/service, and training, if applicable.

Past Performance Standards:

- **Satisfactory:** Indicates that the offeror's qualifications are at a level that would normally be expected in the commercial marketplace. The offeror's proposal sufficiently addresses all or most of the sub factors for Qualifications. The past performance record represents that the offeror is capable of adequately performing the requirement. This rating indicates a low level of performance risk to the Government.
- **Neutral:** Indicates that the offeror's reference cannot rate factor(s) or that the offeror lacks relevant past performance experience.
- **Not Acceptable:** Indicates that the offeror has historically failed to perform in a satisfactory manner in the fulfillment of like or similar requirements. This rating indicates an unacceptable level of performance risk.

Price: Price proposals will be evaluated to ensure price reasonableness for the products and services being provided to the Government, considering the specific terms and conditions, and relevant commercial practices.

(End of Provision)

FAR 52.212-3-- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with

13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(End of Provision)

DFARS 252.212-7000-- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JUN 2005)

(a) Definitions. As used in this clause—

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(END OF SECTION)

(END OF SOLICITATION)